

**MCGUIREWOODS LLP**

AVA E. LIAS-BOOKER (*Pro Hac Vice Admission*)

alias-booker@mcguirewoods.com

ALICIA A. BAIARDO (SBN 254228)

abaiardo@mcguirewoods.com

JASMINE K. GARDNER (*Pro Hac Vice Admission*)

kgardner@mcguirewoods.com

Two Embarcadero Center

Suite 1300

San Francisco, CA 94111-3821

Telephone: 415.844.9944

Facsimile: 415.844.9922

**WINSTON & STRAWN LLP**

AMANDA L. GROVES (SBN 187216)

agroves@winston.com

KOBI K. BRINSON (*Pro Hac Vice Admission*)

kbrinson@winston.com

STACIE C. KNIGHT (*Pro Hac Vice Admission*)

sknight@winston.com

333 S. Grand Avenue, 38<sup>th</sup> Floor

Los Angeles, CA 90071

Telephone: 213.615.1700

Facsimile: 213.615.1750

*Attorneys for Defendant Wells Fargo & Co.*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

CHRISTOPHER WILLIAMS, SAM  
ALBURY, and SHAILA BECKWITH  
SIMMONS, individually and on behalf of all  
others similarly situated,

Plaintiffs,

vs.

WELLS FARGO BANK, N.A. and WELLS  
FARGO & CO.,

Defendants.

CASE NO: 3:22-cv-00990-JD

The Hon. James Donato

**DEFENDANT WELLS FARGO & CO.'S  
ANSWER TO PLAINTIFFS' AMENDED  
CLASS ACTION COMPLAINT**

1 Defendant Wells Fargo & Co. hereby answers the Amended Class Action Complaint  
 2 (“Amended Complaint”) filed by Plaintiffs Christopher Williams, Sam Albury, and Shaia Beckwith  
 3 Simmons (collectively, “Plaintiffs”).<sup>1</sup>

4 **JURISDICTION, VENUE, AND DIVISIONAL ASSIGNMENT**<sup>2</sup>

5 1. Answering paragraph 1, Wells Fargo & Co. responds that the allegations are legal  
 6 conclusions to which no response is required. To the extent that a response is required, Wells Fargo  
 7 & Co. does not challenge the subject matter jurisdiction of this Court. It admits that it is incorporated  
 8 in Delaware and its principal place of business is in San Francisco, California. As to all remaining  
 9 allegations, Wells Fargo & Co. lacks sufficient knowledge or information to form a belief as to the  
 10 truth of the allegations, and on that basis, denies them.

11 2. Answering paragraph 2, Wells Fargo & Co. responds that the allegations are legal  
 12 conclusions to which no response is required. To the extent that a response is required, Wells Fargo  
 13 & Co. does not challenge the venue of this Court, but otherwise denies the allegations in the  
 14 paragraph.

15 **PARTIES**

16 3. Answering paragraph 3, Wells Fargo & Co. admits that the allegations reference  
 17 Wells Fargo & Co.’s Form 10-K filed for the fiscal year ending on December 31, 2020 and Wells  
 18 Fargo & Co.’s news release dated May 17, 2021 titled “Wells Fargo Launches Banking Inclusion  
 19 Initiative to accelerate unbanked households’ access to affordable transactional accounts.” The  
 20 contents of those documents speak for themselves. To the extent that the allegations of this  
 21 paragraph contradict or mischaracterize said documents, Wells Fargo & Co. denies those  
 22 allegations. Wells Fargo & Co.’s principal business is to act as a holding company for its

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23  
 24  
 25 <sup>1</sup> Wells Fargo & Co. is not required to respond to the headings, sub-headings, or footnotes of the  
 26 Amended Complaint, but, to the extent that any response is required, unless otherwise expressly  
 27 stated herein, Wells Fargo & Co. denies any such allegations.

28 <sup>2</sup> Wells Fargo & Co. includes titles and headings located in Plaintiffs’ Amended Complaint for  
 ease of reference, but denies any and all allegations contained within such titles and/or headings  
 unless otherwise expressly admitted herein.

1 subsidiaries. It does not originate or service loans in any respect and has no involvement with the  
2 alleged mortgage policies referenced in the Amended Complaint.

3 4. Answering paragraph 4, Wells Fargo & Co. responds that, to the extent the  
4 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
5 & Co. is required.

6 5. Answering paragraph 5, Wells Fargo & Co. responds that, to the extent the  
7 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
8 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
9 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
10 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
11 discrimination.

12 6. Answering paragraph 6, Wells Fargo & Co. responds that, to the extent the  
13 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
14 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
15 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
16 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
17 discrimination.

18 7. Answering paragraph 7, Wells Fargo & Co. responds that, to the extent the  
19 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
20 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
21 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
22 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
23 discrimination.

**FACTUAL ALLEGATIONS**<sup>3</sup>

8. Answering paragraph 8, Wells Fargo & Co. responds that, to the extent the allegations contained in this paragraph are directed at another entity, no response from Wells Fargo & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient knowledge or information to form a belief as to the truth of the allegations as to any other entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any respect and has no involvement with the alleged mortgage policies referenced in the Amended Complaint.

9. Answering paragraph 9, Wells Fargo & Co. responds that, to the extent the allegations contained in this paragraph are directed at another entity, no response from Wells Fargo & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations as to any other entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any discrimination.

10. Answering paragraph 10, Wells Fargo & Co. responds that, to the extent the allegations contained in this paragraph are directed at another entity, no response from Wells Fargo & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations as to any other entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any discrimination.

11. Answering paragraph 11, Wells Fargo & Co. responds that, to the extent the allegations contained in this paragraph are directed at another entity, no response from Wells Fargo & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks

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<sup>3</sup> Wells Fargo & Co. includes titles and headings located in Plaintiffs' Amended Complaint for ease of reference, but denies any and all allegations contained within such titles and/or headings unless otherwise expressly admitted herein.

1 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
2 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
3 discrimination.

4 12. Answering paragraph 12, Wells Fargo & Co. responds that the allegations are legal  
5 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
6 Co. lacks sufficient knowledge or information to form a belief as to the truth of the allegations or  
7 the accuracy of the calculations used to generate the alleged standard deviation, and on that basis,  
8 denies them and any conclusions alleged to be drawn from them.

9 13. Answering paragraph 13, Wells Fargo & Co. responds that, to the extent the  
10 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
12 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
13 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
14 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
15 respect and has no involvement with the alleged mortgage policies referenced in the Amended  
16 Complaint.

17 14. Answering paragraph 14, Wells Fargo & Co. responds that, to the extent the  
18 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
19 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
20 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
21 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
22 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
23 respect and has no involvement with the alleged mortgage policies referenced in the Amended  
24 Complaint.

25 15. Answering paragraph 15, Wells Fargo & Co. responds that, to the extent the  
26 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
27 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
28 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other

1 entity, and on that basis, denies them. Wells Fargo & Co. admits that paragraph 15 references  
2 written jury verdicts and settlement agreements. The contents of those documents speak for  
3 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
4 documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co. specifically denies that  
5 it engages in any discrimination.

6 16. Answering paragraph 16, Wells Fargo & Co. responds that, to the extent the  
7 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
8 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
9 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
10 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
11 discrimination.

12 17. Answering paragraph 17, Wells Fargo & Co. admits that the allegations reference a  
13 written settlement agreement. The contents of that document speak for themselves. To extent the  
14 allegations of this paragraph contradict or mischaracterize said document, Wells Fargo & Co. denies  
15 those allegations. In reaching a settlement in *City of Philadelphia v. Wells Fargo & Co., et al.*, No.  
16 2:17-cv-02203-AB (E.D. Pa. 2019), Wells Fargo & Co. strongly disputed the allegations made by  
17 the city in the lawsuit and did not admit any liability in the agreement.

18 18. Answering paragraph 18, Wells Fargo & Co. responds that, to the extent the  
19 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
20 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
21 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
22 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
23 discrimination.

24 19. Answering paragraph 19, Wells Fargo & Co. responds that, to the extent the  
25 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
26 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
27 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
28 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any

1 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
2 respect and has no involvement with the alleged mortgage policies referenced in the Amended  
3 Complaint.

4       20. Answering paragraph 20, Wells Fargo & Co. responds that, to the extent the  
5 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
6 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
7 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
8 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
9 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
10 respect and has no involvement with the alleged mortgage policies referenced in the Amended  
11 Complaint.

12       21. Answering paragraph 21, Wells Fargo & Co. responds that, to the extent the  
13 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
14 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
15 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
16 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
17 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
18 respect and has no involvement with the alleged mortgage policies referenced in the Amended  
19 Complaint.

20       22. Answering paragraph 22, Wells Fargo & Co. responds that, to the extent the  
21 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
22 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
23 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
24 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
25 discrimination.

26       23. Answering paragraph 23, Wells Fargo & Co. responds that, to the extent the  
27 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
28 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks

1 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
2 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
3 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
4 respect and has no involvement with the alleged mortgage policies referenced in the Amended  
5 Complaint.

6         24. Answering paragraph 24, Wells Fargo & Co. responds that, to the extent the  
7 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
8 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
9 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
10 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
11 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
12 respect and has no involvement with the alleged mortgage policies referenced in the Amended  
13 Complaint.

14         25. Answering paragraph 25, Wells Fargo & Co. responds that, to the extent the  
15 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
16 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
17 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
18 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
19 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
20 respect and has no involvement with the alleged mortgage policies referenced in the Amended  
21 Complaint.

22         26. Answering paragraph 26, Wells Fargo & Co. responds that, to the extent the  
23 allegations contained in this paragraph are directed at another entity directed at that entity, no  
24 response from Wells Fargo & Co. is required. To the extent a response is required, Wells Fargo &  
25 Co. responds that it lacks sufficient knowledge or information to form a belief as to the truth of the  
26 allegations, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in  
27 any discrimination. Wells Fargo & Co. further states that it does not originate or service loans in  
28



1 any respect and has no involvement with the alleged mortgage policies referenced in the Amended  
2 Complaint.

3 27. Answering paragraph 27, Wells Fargo & Co. responds that, to the extent the  
4 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
5 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
6 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
7 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
8 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
9 respect and has no involvement with the alleged mortgage policies referenced in the Amended  
10 Complaint.

11 **PLAINTIFF WERE INJURED BY DEFENDANTS'**  
12 **DISCRIMINATORY POLICIES AND PRACTICES**<sup>4</sup>

13 **Christopher Williams**

14 28. Answering paragraph 28, Wells Fargo & Co. responds that, to the extent the  
15 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
16 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
17 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
18 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any  
19 communications with Christopher Williams.

20 29. Answering paragraph 29, Wells Fargo & Co. responds that, to the extent the  
21 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
22 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
23 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
24  
25

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26  
27 <sup>4</sup> Wells Fargo & Co. includes titles and headings located in Plaintiffs' Amended Complaint for ease  
28 of reference, but denies any and all allegations contained within such titles and/or headings unless  
otherwise expressly admitted herein.

1 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any  
2 communications with Christopher Williams.

3 30. Answering Paragraph 30, Wells Fargo & Co. responds that, to the extent the  
4 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
5 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
6 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
7 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any  
8 communications with Christopher Williams.

9 31. Answering paragraph 31, Wells Fargo & Co. responds that, to the extent the  
10 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
12 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
13 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any  
14 communications with Christopher Williams.

15 32. Answering paragraph 32, Wells Fargo & Co. responds that, to the extent the  
16 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
17 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
18 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
19 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any  
20 communications with Christopher Williams.

21 **Sam Albury**

22 33. Answering paragraph 33, Wells Fargo & Co. responds that, to the extent the  
23 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
24 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
25 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
26 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any  
27 communications with Sam Albury.

1           34.     Answering paragraph 34, Wells Fargo & Co. responds that, to the extent the  
2 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any  
6 communications with Sam Albury.

7           35.     Answering paragraph 35, Wells Fargo & Co. responds that, to the extent the  
8 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
9 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
10 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
11 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any  
12 communications with Sam Albury.

13 **Shaia Beckwith Simmons**

14           36.     Answering paragraph 36, Wells Fargo & Co. lacks sufficient knowledge or  
15 information to form a belief as to the truth of the allegations and on that basis, deny them.

16           37.     Answering paragraph 37, Wells Fargo & Co. responds that, to the extent the  
17 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
18 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
19 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
20 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any lending  
21 relationship with Shaia Beckwith Simmons.

22           38.     Answering paragraph 38, Wells Fargo & Co. responds that, to the extent the  
23 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
24 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
25 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
26 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any lending  
27 relationship with Shaia Beckwith Simmons.

1           39.     Answering paragraph 39, Wells Fargo & Co. responds that, to the extent the  
2 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any lending  
6 relationship with Shaia Beckwith Simmons.

7           40.     Answering paragraph 40, Wells Fargo & Co. responds that, to the extent the  
8 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
9 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
10 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
11 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any lending  
12 relationship with Shaia Beckwith Simmons.

13           41.     Answering paragraph 41, Wells Fargo & Co. responds that, to the extent the  
14 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
15 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
16 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
17 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any lending  
18 relationship with Shaia Beckwith Simmons.

19           42.     Answering paragraph 42, Wells Fargo & Co. responds that, to the extent the  
20 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
21 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
22 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
23 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any lending  
24 relationship with Shaia Beckwith Simmons.

25           43.     Answering paragraph 43, Wells Fargo & Co. responds that, to the extent the  
26 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
27 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
28 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other

1 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any lending  
2 relationship with Shaia Beckwith Simmons.

### 3 **CLASS ALLEGATIONS**

4 44. Answering paragraph 44, Wells Fargo & Co. responds that paragraph 44 is a  
5 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
6 paragraph 44 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
7 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
8 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
9 action requirements, and denies that nationwide class treatment, or any class treatment for that  
10 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
11 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
12 apply for, receive, or maintain credit related to residential real estate.

13 45. Answering paragraph 45, Wells Fargo & Co. responds that paragraph 45 is a  
14 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
15 paragraph 45 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
16 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
17 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
18 action requirements, and denies that nationwide class treatment, or any class treatment for that  
19 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
20 the allegations, specifically denies that it is an entity from which any applicants apply for, receive,  
21 or maintain credit related to residential real estate, and specifically denies that it engages in any  
22 discrimination.

23 46. Answering paragraph 46, Wells Fargo & Co. responds that paragraph 46 is a  
24 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
25 paragraph 46 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
26 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
27 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
28 action requirements, and denies that nationwide class treatment, or any class treatment for that

1 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
2 the allegations.

3 47. Answering paragraph 47, Wells Fargo & Co. responds that paragraph 47 is a  
4 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
5 paragraph 47 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
6 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
7 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
8 action requirements, and denies that nationwide class treatment, or any class treatment for that  
9 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
10 the allegations.

11 48. Answering paragraph 48, Wells Fargo & Co. responds that paragraph 48 is a  
12 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
13 paragraph 48 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
14 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
15 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
16 action requirements, and denies that nationwide class treatment, or any class treatment for that  
17 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
18 the allegations.

19 49. Answering paragraph 49, Wells Fargo & Co. responds that paragraph 49 is a  
20 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
21 paragraph 49 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
22 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
23 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
24 action requirements, and denies that nationwide class treatment, or any class treatment for that  
25 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
26 the allegations, specifically denies that it is an entity from which any applicants apply for, receive,  
27 or maintain credit related to residential real estate, and specifically denies that it engages in any  
28 discrimination.

50. Answering paragraph 50, Wells Fargo & Co. responds that paragraph 50 is a characterization of Plaintiffs' putative class to which no response is required. To the extent that paragraph 50 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide class treatment, or any class treatment for that matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies the allegations.

51. Answering paragraph 51, Wells Fargo & Co. responds that paragraph 51 is a characterization of Plaintiffs' putative class to which no response is required. To the extent that paragraph 51 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide class treatment, or any class treatment for that matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies the allegations.

**COUNT I**

## EQUAL CREDIT OPPORTUNITY ACT

52. Answering paragraph 52, Wells Fargo & Co. incorporates its responses to paragraphs 1 through 51 as if fully set forth herein. Wells Fargo & Co. further denies that Plaintiffs have adequately defined the class of persons upon whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide class treatment, or any class treatment for that matter, is appropriate.

53. Answering paragraph 53, Wells Fargo & Co. responds that the allegations are legal conclusions to which no response is required. To the extent a response is required, Wells Fargo & Co. responds that the Equal Credit Opportunity Act (“ECOA”) is a written statute that speaks for itself. To the extent that paragraph 53 misstates or mischaracterizes the ECOA, Wells Fargo & Co. denies those allegations.



1           54.     Answering paragraph 54, Wells Fargo & Co. responds that, to the extent the  
2 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
6 paragraph 54 and specifically denies that it regularly extends, renews, or continues credit.

7           55.     Answering paragraph 55, Wells Fargo & Co. responds that, to the extent the  
8 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
9 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
10 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
11 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
12 paragraph 55, specifically denies that engages in any loan origination, refinancing, and underwriting  
13 practices, and specifically denies that it engages in any discrimination.

14           56.     Answering paragraph 56, Wells Fargo & Co. responds that, to the extent the  
15 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
16 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
17 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
18 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
19 paragraph 56, specifically denies that engages in any loan origination, refinancing, and underwriting  
20 practices, and specifically denies that it engages in any discrimination.

21           57.     Answering paragraph 57, Wells Fargo & Co. responds that, to the extent the  
22 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
23 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
24 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
25 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
26 paragraph 57, specifically denies that engages in any loan origination, refinancing, and underwriting  
27 practices, and specifically denies that it engages in any discrimination.



1           58.     Answering paragraph 58, Wells Fargo & Co. responds that, to the extent the  
2 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
6 paragraph 58.

7  
8                                   **COUNT II**

9                           **RACE DISCRIMINATION IN VIOLATION OF 42 U.S.C. § 1981**

10           59.     Answering paragraph 59, Wells Fargo & Co. incorporates its responses to paragraphs  
11 1 through 58 as if fully set forth herein. Wells Fargo & Co. further denies that Plaintiffs have  
12 adequately defined the class of persons upon whose behalf they purport to bring this action, denies  
13 that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide  
14 class treatment, or any class treatment for that matter, is appropriate.

15           60.     Answering paragraph 60, Wells Fargo & Co. responds that the allegations are legal  
16 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
17 Co. responds that 42 U.S.C. § 1981 is a written statute that speaks for itself. To the extent that  
18 paragraph 60 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those allegations.

19           61.     Answering paragraph 61, Wells Fargo & Co. responds that, to the extent the  
20 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
21 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
22 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
23 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
24 paragraph 61, specifically denies that makes, performs, modifies, or terminates residential mortgage  
25 contracts, and specifically denies that it engages in any discrimination.

26           62.     Answering paragraph 62, Wells Fargo & Co. responds that, to the extent the  
27 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
28 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks

1 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
2 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
3 paragraph 62, specifically denies that engages in any mortgage loan origination, refinancing, or  
4 underwriting, and specifically denies that it engages in any discrimination.

5 63. Answering paragraph 63, Wells Fargo & Co. responds that, to the extent the  
6 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
7 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
8 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
9 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
10 paragraph 63, specifically denies that engages in any mortgage loan origination, refinancing, or  
11 underwriting, and specifically denies that it engages in any discrimination.

### 12 **COUNT III**

#### 13 **RACE DISCRIMINATION IN VIOLATION OF 42 U.S.C. § 1982**

14 64. Answering paragraph 64, Wells Fargo & Co. incorporates its responses to paragraphs  
15 1 through 63 as if fully set forth herein. Wells Fargo & Co. further denies that Plaintiffs have  
16 adequately defined the class of persons upon whose behalf they purport to bring this action, denies  
17 that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide  
18 class treatment, or any class treatment for that matter, is appropriate.

19 65. Answering paragraph 65, Wells Fargo & Co. responds that the allegations are legal  
20 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
21 Co. responds that 42 U.S.C. § 1982 is a written statute that speaks for itself. To the extent that  
22 paragraph 65 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those allegations.

23 66. Answering paragraph 66, Wells Fargo & Co. responds that, to the extent the  
24 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
25 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
26 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
27 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
28

1 paragraph 66, specifically denies that engages in any mortgage loan origination, refinancing, or  
2 underwriting, and specifically denies that it engages in any discrimination.

3 67. Answering paragraph 67, Wells Fargo & Co. responds that, to the extent the  
4 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
5 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
6 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
7 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
8 paragraph 67, specifically denies that engages in any mortgage loan origination, refinancing, or  
9 underwriting, and specifically denies that it engages in any discrimination.

10 68. Answering paragraph 68, Wells Fargo & Co. responds that, to the extent the  
11 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
12 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
13 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
14 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
15 paragraph 68.

#### 16 **COUNT IV**

#### 17 **RACE DISCRIMINATION IN VIOLATION OF THE FAIR HOUSING ACT OF 1968, 42** 18 **U.S.C. § 3601 *et seq.***

19 69. Answering paragraph 69, Wells Fargo & Co. incorporates its responses to paragraphs  
20 1 through 68 as if fully set forth herein. Wells Fargo & Co. further denies that Plaintiffs have  
21 adequately defined the class of persons upon whose behalf they purport to bring this action, denies  
22 that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide  
23 class treatment, or any class treatment for that matter, is appropriate.

24 70. Answering paragraph 70, Wells Fargo & Co. responds that the allegations are legal  
25 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
26 Co. responds that The Fair Housing Act is a written statute that speaks for itself. To the extent that  
27 paragraph 70 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those allegations.  
28

1           71.     Answering paragraph 71, Wells Fargo & Co. responds that, to the extent the  
2 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
6 paragraph 71, and specifically denies that its business includes engaging in residential real estate-  
7 related transactions.

8           72.     Answering paragraph 72, Wells Fargo & Co. responds that, to the extent the  
9 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
10 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
11 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
12 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
13 paragraph 72, specifically denies that engages in any mortgage loan origination, refinancing, or  
14 underwriting, and specifically denies that it engages in any discrimination.

15           73.     Answering paragraph 73, Wells Fargo & Co. responds that, to the extent the  
16 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
17 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
18 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
19 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
20 paragraph 73, specifically denies that engages in any mortgage loan origination, refinancing, or  
21 underwriting, and specifically denies that it engages in any discrimination.

22           74.     Answering paragraph 74, Wells Fargo & Co. responds that, to the extent the  
23 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
24 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
25 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
26 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
27 paragraph 74.  
28

## PRAYER FOR RELIEF

Plaintiffs' Amended Complaint contains an unnumbered paragraph with subparts (a) through (k) containing Plaintiffs' prayer for relief, to which no response is required. To the extent a response is required, Wells Fargo & Co. denies that Plaintiffs are entitled to any relief in this action.

## DEMAND FOR A JURY TRIAL

Plaintiffs' Amended Complaint contains an unnumbered paragraph containing a jury demand, to which no response is required. To the extent a response is required, Wells Fargo & Co. denies that Plaintiffs are entitled to any relief in this action, thus no jury is required.

## AFFIRMATIVE DEFENSES

Wells Fargo & Co. hereby alleges the following separate and distinct defenses and affirmative defenses to the Amended Complaint and the causes of action asserted against Wells Fargo & Co. therein, and without assuming the burden of proof on matters as to which it has no such burden:

## FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. The Amended Complaint fails to state a claim against Wells Fargo & Co. upon which relief can be granted.

## **SECOND AFFIRMATIVE DEFENSE**

(Statute of Limitations)

2. Plaintiffs' claims are barred in whole or in part by the applicable statutes of limitations.

### THIRD AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

3. Plaintiffs failed to take proper and reasonable steps to avoid, minimize, or mitigate Plaintiffs' alleged damages and, to the extent of such failure, the damages allegedly incurred by Plaintiffs, if any, should be reduced accordingly or eliminated entirely.

### **FOURTH AFFIRMATIVE DEFENSE**

(Laches)

4. Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

**FIFTH AFFIRMATIVE DEFENSE**

(Estoppel)

5. Plaintiffs are estopped by the action of law or by conduct from maintaining the Amended Complaint filed in this case.

**SIXTH AFFIRMATIVE DEFENSE**

(Co-Liability)

6. Wells Fargo & Co. alleges that any injury or damages which may have been sustained by Plaintiffs were proximately caused by the acts, errors or omissions of persons or entities other than Wells Fargo & Co.

**SEVENTH AFFIRMATIVE DEFENSE**

(Fault of Others)

7. If Plaintiffs suffered or sustained any loss, injury, damage, or detriment, the same was directly and proximately caused and contributed to by the breach, conduct, acts, omissions, activities, carelessness, recklessness, negligence, and/or intentional misconduct or intervening acts of other third parties, and not by Wells Fargo & Co.

**EIGHTH AFFIRMATIVE DEFENSE**

(Speculative Damages)

8. Wells Fargo & Co. alleges any damage or loss Plaintiffs did incur as a result of any act or conduct by Wells Fargo & Co. would be speculative at best and thus too uncertain for recovery.

**NINTH AFFIRMATIVE DEFENSE**

(Compliance with Law)

9. Wells Fargo & Co. has met or exceeded the requirements of applicable laws, regulations, and standards.

**TENTH AFFIRMATIVE DEFENSE**

(Good Faith Conduct/Conformance with Applicable Standards)

10. Wells Fargo & Co. has at all times acted in good faith and in conformance with all applicable government and industry standards, rules and regulations, thus precluding any recovery by Plaintiffs against Wells Fargo & Co.

**ELEVENTH AFFIRMATIVE DEFENSE**

(Lack of Causation)

11. The damages complained of were the result of the intervening actions of others and were not proximately caused by the actions or omissions of Wells Fargo & Co.

**TWELFTH AFFIRMATIVE DEFENSE**

(Lack of Malice)

12. Wells Fargo & Co. specifically denies acting with any willfulness, oppression, fraud, or malice toward Plaintiffs or others.

**THIRTEENTH AFFIRMATIVE DEFENSE**

(Lack of standing)

13. Plaintiffs' claims are barred because Plaintiffs lack standing to bring them.

**FOURTEENTH AFFIRMATIVE DEFENSE**

(Improper Representative Action)

14. The Amended Complaint is barred, in whole or in part, because Plaintiffs' action is allowed to continue, there is a substantial potential for harm given the unique and individual issues of fact that will predominate adjudication of Plaintiffs' claims, resulting in hundreds, if not thousands, of mini-trials rendering the action completely unmanageable as a putative class action. In addition, the complexity presented by Plaintiffs' claims and the restitution sought violate due process.

**FIFTEENTH AFFIRMATIVE DEFENSE**

(Res Judicata)

15. Plaintiffs' claims are barred, in whole or in part, by res judicata.

**SIXTEENTH AFFIRMATIVE DEFENSE**

(Waiver)

16. Plaintiffs' claims against Wells Fargo & Co., if any, are barred by the doctrine of waiver.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

(Class Certification Improper)

17. The class definition is overbroad, unmanageable, and predominated by individualized issues of fact and law, the result of which should be to deny certification of any

1 proposed class.

2 **EIGHTEENTH AFFIRMATIVE DEFENSE**  
3 (Other Defenses – Putative Class Members)

4 18. Wells Fargo & Co. reserves the right to amend or supplement its affirmative  
5 defenses to include defenses that may be applicable to other members of the putative class.

6 **NINETEENTH AFFIRMATIVE DEFENSE**  
7 (Lack of Involvement)

8 19. Plaintiffs' claims against Wells Fargo & Co. are barred because Plaintiffs have not  
9 pled any facts relating to Wells Fargo & Co. and have not pled that it was involved in the mortgage  
10 policies alleged in the Amended Complaint.

11 **OTHER AFFIRMATIVE DEFENSES**

12 20. Wells Fargo & Co. has insufficient knowledge or information upon which to form a  
13 belief as to whether it may have additional, as yet unstated, defenses available. Wells Fargo & Co.  
14 expressly reserves the right to assert additional defenses in the event that discovery indicates that  
15 such defenses are appropriate.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Wells Fargo & Co. prays for judgment as follows:

- 18 1. That judgment be entered in favor of Wells Fargo & Co.;
- 19 2. That Plaintiffs take nothing by way of their Amended Complaint and the claims  
20 asserted herein;
- 21 3. That the Amended Complaint and the claims against Wells Fargo & Co. be  
22 dismissed with prejudice;
- 23 4. That Wells Fargo & Co. be awarded costs of suit, including attorneys' fees  
24 incurred in defense of this action; and
- 25 5. That Wells Fargo & Co. be granted such other relief as the Court deems just and  
26 proper.
- 27
- 28



1 DATED: June 10, 2022

**MCGUIREWOODS LLP**

2  
3 By: /s/ Alicia A. Baiardo

4 Alicia A. Baiardo  
5 abaiardo@mcguirewoods.com  
6 Two Embarcadero Center  
7 Suite 1300  
8 San Francisco, CA 94111-3821  
9 Telephone: 415.844.9944  
10 Facsimile: 415.844.9922

11 *Attorneys for Defendant Wells Fargo & Co.*  
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**CERTIFICATE OF SERVICE**

I hereby certify that on June 10, 2022, a copy of the foregoing pleading was filed electronically with the clerk of court via ECF, which will serve all counsel of record and served via First-Class Mail to any party not filing ECF, postage prepaid.

Dated: June 10, 2022

By: /s/ Alicia A. Baiardo  
Alicia A. Baiardo